

प्रेषक,

मनीषा पंवार,
सचिव,
उत्तराखण्ड शासन।

सेवा में,

1. महानिदेशक,
चिकित्सा स्वास्थ्य एवं परिवार कल्याण,
उत्तराखण्ड।

2. निदेशक,
चिकित्सा शिक्षा निदेशालय,
देहरादून, उत्तराखण्ड।

2. प्राचार्य,
राजकीय मेडिकल कालेज,
उत्तराखण्ड।

चिकित्सा अनुभाग-1

देहरादून: दिनांक 23 मई, 2013

विषय:- राजकीय मेडिकल कालेजों में अनिवार्य राजकीय सेवा सम्बन्धी नवीन बॉण्ड के कियान्वयन के सम्बन्ध में।

महोदय,

उपर्युक्त विषयक सम्बन्ध में अवगत कराना है कि उत्तराखण्ड मुख्यतः पर्वतीय राज्य है, जिसका अधिकांश भाग दुर्गम/अति दुर्गम है। इस भौगोलिक विषमता के कारण राज्य के दुर्गम/अति दुर्गम पर्वतीय क्षेत्रों में चिकित्सा सुविधाएँ सरकार के अथक प्रयासों के बावजूद भी सुदृढ़ नहीं हो पायी हैं तथा चिकित्सकों की कमी एक गम्भीर समस्या के रूप में विद्यमान है। इसी परिप्रेक्ष्य में सम्यक् विचारोपरांत शासनादेश संख्या-943/XXVIII(1)/2008-19/2005-T.C-IV, दिनांक 23.7.2008 तथा शासनादेश संख्या-2735/दस-2005-8(9)/2004, दिनांक 23.7.2008 द्वारा निर्धारित अनिवार्य राजकीय सेवा सम्बन्धी पूर्व बॉण्ड को संशोधित कर उसके स्थान पर नवीन बॉण्ड की प्रति संलग्न कर प्रेषित करते हुए मुझे यह कहने का निदेश हुआ है कि :-

1. राजकीय मेडिकल कॉलेज में अनिवार्य राजकीय सेवा सम्बन्धी यह नवीन बॉण्ड वैकल्पिक है, जिसमें अनिवार्य राजकीय सेवा का बॉण्ड हस्ताक्षरित करने वाले एम0बी0बी0एस0 छात्र रुपये 40,000.00 मात्र वार्षिक शिक्षण शुल्क (रुपये चालीस हजार मात्र वार्षिक) तथा बॉण्ड हस्ताक्षरित न करने वाले एम0बी0बी0एस0 छात्र रुपये 4,000,00.00 मात्र वार्षिक शिक्षण शुल्क (रुपये चार लाख मात्र वार्षिक) देंगे, इसी प्रकार परास्नातक पाठ्यक्रम एम0डी0/एम0एस0 के बॉण्ड हस्ताक्षरित करने वाले छात्र 60,000.00 रुपये मात्र वार्षिक शिक्षण शुल्क (रुपये साठ हजार मात्र वार्षिक) तथा बॉण्ड हस्ताक्षरित न करने वाले छात्र रुपये 5,00,000.00 मात्र वार्षिक शिक्षण शुल्क (रुपये पांच लाख मात्र वार्षिक) देंगे।

2. राजकीय मेडिकल कालेजों में अनिवार्य राजकीय सेवा से संबंधी संशोधित नवीन बॉण्ड में विहित प्राविधान वर्ष 2013 में प्रवेशित बैच के छात्र-छात्राओं से लागू होंगे।

3. अनिवार्य राजकीय सेवा से संबंधित पूर्ववर्ती शासनादेश संख्या-943/XXVIII(1)/2008-19/2005-TC-IV दिनांक 23.07.2008 तथा शासनादेश संख्या-2735/दस-2005-8(9)/2004, दिनांक 23.07.2008 में विहित अनिवार्य राजकीय सेवा संबंधी प्राविधान वर्ष 2012 तक प्रवेशित बैच के संबंध में यथावत लागू होंगे।

4. एन0आर0आई0(NRI) सीटों की व्यवस्था समाप्त होने के कारण अब दिनांक 1.04.2013 से उक्त संबंध में पूर्ववर्ती शासनादेश संख्या-943/XXVIII(1)/2008-19/2005-TC-IV दिनांक 23.07.2008 तथा शासनादेश संख्या-2735/दस-2005-8(9)/2004, दिनांक 23.07.2008 में विहित प्रावधानों को अनिवार्य राजकीय सेवा से संबंधी संशोधित नवीन बॉण्ड के प्रावधानों के आलोक में नहीं पढ़ा जायेगा।

5. राजकीय मेडिकल कॉलेजों में अनिवार्य राजकीय सेवा संबंधी नवीन संशोधित बॉण्ड को प्रवेशित छात्र-छात्राओं से भराये जाने का सम्पूर्ण दायित्व संबंधित मेडिकल कालेज के प्राचार्य का होगा।

और इस संबंध में संबंधित मेडिकल कॉलेजों के प्राचार्यों को निर्देशित किया जाता है कि बॉण्ड भराते समय संबंधित मेडिकल कॉलेज यह सुनिश्चित करेंगे कि बॉण्ड में प्रतिभू (Sureties) व उनके गवाहों (Witnesses) के हस्ताक्षर लिये जाते समय उनके पहचान पत्रों (फोटो पहचान पत्र तथा पते का पहचान पत्र) की राजपत्रित अधिकारी/नोटरी से प्रमाणित छायाप्रतियां अनिवार्य राजकीय सेवा संबंधी बॉण्ड के साथ संलग्न कर ली जायें। साथ ही प्रतिभू (Sureties) की इस आशय की घोषणा कि उनके पास अमुक अचल सम्पत्ति है, का समर्थन करने वाले दस्तावेजों की प्रतियां भी अनिवार्य राजकीय सेवा संबंधी बॉण्ड के साथ संलग्न कर ली जायें।

6. अनिवार्य राजकीय सेवा संबंधी नवीन बॉण्ड के क्रियान्वयन के संबंध में संबंधित मेडिकल कॉलेज के प्राचार्य यह सुनिश्चित करेंगे कि चिकित्सा पाठ्यक्रम प्रवेश परीक्षा हेतु चिकित्सा शिक्षा के इन्फार्मेशन बुलेटिन में अनिवार्य रूप से उक्त बॉण्ड में विहित सूचना को उल्लिखित करते हुए उक्तानुसार वेबसाइट के लिंक को भी अंकित करेंगे। उक्त के अतिरिक्त जनसामान्य में प्रचार-प्रसार हेतु अनिवार्य राजकीय सेवा संबंधी नवीन संशोधित बॉण्ड से संबंधित शासनादेश तथा बॉण्ड प्रपत्र को एन0आई0सी0 उत्तराखण्ड, विभागीय वेबसाइट तथा समस्त राजकीय मेडिकल कॉलेजों की वेबसाइट पर प्रमुख लिंक के रूप में अपलोड करते हुए दर्शायेंगे, जिससे कि परीक्षा में सम्मिलित होने वाले छात्र-छात्राओं एवं उनके अभिभावकों तथा प्रतिभूओं को बॉण्ड में विहित आवश्यक सूचनाओं का संज्ञान हो सके और तदनुसार वे काउन्सिलिंग से पूर्व ही काउन्सिलिंग में अपेक्षित आवश्यक दस्तावेजों के संबंध में तैयारी कर काउन्सिलिंग में सम्यक रूप से सम्मिलित हो सकें।

7. उक्त बॉण्ड की अनुपालना का उत्तरदायित्व महानिदेशक, चिकित्सा स्वास्थ्य एवं परिवार कल्याण उत्तराखण्ड/निदेशक, चिकित्सा शिक्षा निदेशालय तथा संबंधित राजकीय मेडिकल कॉलेज के प्राचार्य का होगा।

8. उक्त संबंध में कृत कार्यवाही से तत्काल तथा भविष्य में समय-समय पर शासन को अवगत कराया जाना सुनिश्चित करें।
संलग्नक: यथोपरि।

भवदीय,

(मनीषा पंवार)
सचिव।

संख्या एवं दिनांक तदैव।

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आव यक कार्यवाही हेतु प्रेषित:-

1. निजी सचिव, मुख्य सचिव, उत्तराखण्ड शासन को मुख्य सचिव महोदय के संज्ञानार्थ।
2. प्रमुख सचिव, वित्त विभाग, उत्तराखण्ड शासन।
3. प्रमुख सचिव, चिकित्सा स्वास्थ्य एवं परिवार कल्याण, उत्तराखण्ड शासन।
4. अपर निदेशक, चिकित्सा शिक्षा निदेशालय, 107 चन्द्र नगर, देहरादून।
5. समस्त जिलाधिकारी, उत्तराखण्ड।
6. समस्त कोषाधिकारी, उत्तराखण्ड।
7. एन0आई0सी0, उत्तराखण्ड देहरादून।
8. गार्ड फाईल।

आज्ञा से,

(मायावती ढकरियाल)
उप सचिव।

**BOND SIGNED/EXECUTED BY MBBS
MEDICAL STUDENT SELECTED FOR ADMISSION AT
..... GOVERNMENT MEDICAL COLLEGE,
UTTARAKHAND HIS/HER FATHER/PARENT/GUARDIAN, AND THE
OTHER SURETY.**

Self
Attested
Photograph of
the Medical
Student

THIS BOND is executed on the day of by
.....at present student of MBBS course at
.....(hereinafter called 'medical student'), his/her
father/parent/guardian.....s/o/w/o.....r/o.....(hereinafter
called 'the first surety') ands/o/w/o
.....r/o.....(hereinafter called 'the second surety') the
expressions which include their heirs, executors, administrators and
representatives who hereby bind themselves jointly and severally to the
Government of Uttarakhand (hereinafter called 'the Government' which
expression shall include its successors and assignees) that after successful
completion of the MBBS course, the medical student shall serve the State of
Uttarakhand as Medical Officer on contract basis atleast for a minimum period
of 3 years in any of the Government Hospital or Health Centre situated in hilly
region of the State failing which they shall be liable severally or jointly to pay the
Government full tuition fees of the entire MBBS course calculated at prevailing
rate along with such interest as may be determined by the Government, as
described in clause no. 3 of this Bond.

WHEREAS, Medical Facilities in the State have to be strengthened,

WHEREAS, the State of Uttarakhand is facing an acute shortage of MBBS doctors
and a large number of posts of Government Doctors are lying vacant in the hilly areas
affecting the delivery of health services,

WHEREAS, in such circumstances, the Government has decided that all the MBBS students enrolling in Government Medical Colleges of Uttarakhand against the State Quota and also the students of Central quota shall have an option to complete the MBBS course on payment of subsidized tuition fees of Rupees 40,000 (Forty Thousand) per annum as against the full tuition fees of Rupees 4,00,000 (Four Lakh) per annum.

WHEREAS, the present medical student of this bond has opted for the subsidized fees and in consideration thereof agrees to serve the State as a Medical Officer/Doctor on contract basis for minimum of three years in any of the Government Hospital/Health Centre situated in hilly region of the State after completion of the MBBS Course.

AND WHEREAS, the Medical Student and his/her first and second sureties have agreed to pay the Government jointly and severally the Bond Amount (Full fees of the MBBS Course minus fees already paid alongwith compound interest thereon at prevailing Bank lending rate), if the Medical Student does not or refuses to serve the State as above.

NOW, THEREFORE, the conditions of the present Bond/Service Contract executed by the Medical Student, his/her First Surety and Second Surety on one part and byPrincipal of theon behalf of the Government of Uttarakhand on another are as follow-

1. That as part of the present bond, the Government will charge subsidized tuition fees of Rs. 40,000/- (Rs. Forty Thousand) per year from the students executing the bond under this scheme. This is a subsidized tuition fees as compared to full annual tuition fees of Rs. 4,00,000 (Four Lakh) per annum. Tuition fees would be chargeable for a total of 4-1/2 years.

2. (1) That the medical student will undergo all such courses and training as the Government may prescribe from time to time at Government Medical Colleges of Uttarakhand and associated Institutions. Attendance at all prescribed course and training course is compulsory and absence from which without prior permission from the Appropriate Authority will attract disciplinary and other action as per rules laid down by the Uttarakhand Government.

2 (2) That the medical student during his/her study at the Government Medical Colleges of Uttarakhand shall be governed by the prescribed standing orders, code of conduct and any other instructions in this regard and violation of these orders/instructions shall attract penalties awarded by the Government of Uttarakhand/Competent Authority and other action as per rules laid down by the Government/Competent Authority whose decision shall be final.

2 (3) That the medical student after successful completion of MBBS Degree Course/Training unless he/she is prevented from doing so by death or on account of ill health or by being removed from the college roll on the grounds that he/she is considered by the Appropriate Authority to be unfit to continue as a medical student (of which the decision of Government of Uttarakhand/Appropriate Authority shall be

final), if offered position as a medical officer on contractual basis in any of the Government Hospital/Health Centre in hilly areas of Uttarakhand, shall serve as such for a minimum of three years.

2 (4) Provided that where Medical Student enrolls for MD/MS course immediately after the completion of MBBS course, he/she may be permitted by the Appropriate Authority (**Directorate, Medical, Health & Family Welfare/ Medical Education, Uttarakhand**) to serve the State immediately after completion of the said MD/MS course. It shall be sole discretion of the Appropriate Authority to grant or refuse the permission and shall not be claimed as matter of right. Where the medical student refuses or fails to serve the State after MD/MS course, the interest on the amount which the Medical Student, his/her sureties are bound to pay the Government under the present Bond shall also be calculated for the period the Student has taken to pursue the MD/MS course. Without the permission of the Appropriate Authority, pursuing of MD/MS course would lead to liabilities under the present Bond.

2 (5) That the sureties shall be liable severally and jointly to fulfill the conditions of this bond provided the student is declared a Non-Service Liability under Para 5 and 6 herein below. This bond shall subsist throughout the period until the student serve the State as a medical officer on contractual basis in the any of the Government Hospital/Health Centre in hilly areas of Uttarakhand for a minimum of three years after completion of MBBS course or MD/MS course, as the case may be, and shall only be discharged from service liability under the Bond when the State Government/ Appropriate Authority (**Directorate, Medical, Health & Family Welfare/ Medical Education, Uttarakhand**) has issued a certificate to this effect.

2 (6) That if medical student does not or refuses to serve the State as a medical officer on contractual basis in any of the Government Hospital/Health Centre in hilly areas of Uttarakhand for a minimum of three years after completion of MBBS course or MD/MS course, as the case may be, under the present service bond, the Bond Amount shall be paid by the sureties severally and jointly to the Government, alongwith compound interest.

2 (7) That both the sureties agree that the Bond Amount or any other amount which they under the present bond are liable to pay the Government severally or jointly, shall be recoverable from them as arrears of land revenue under the Uttar Pradesh Public Moneys (Recovery of Dues) Act, 1972 (as applicable in the State of Uttarakhand) or any other law relating to recovery of money as arrears of land revenue.

2 (8) That the medical student and his/her father/mother/legal guardian as first surety agree that the original degree of MBBS course awarded to the student would be kept in the safe custody of the Principal,Medical college till the conditions of this bond are fulfilled by the student and his/her sureties and the State Government/ Appropriate Authority (**Directorate, Medical, Health & Family Welfare/ Medical Education, Uttarakhand**) has issued a certificate to that effect under the sub-para (5) above.

3. That the medical student once having joined the college will not be permitted to withdraw from the college after admission without payment or recovery as the case

may be, of the Bond Amount calculated at the rate of Rs. 4,00,000/- (Rupees Four Lakh) per year for 4-1/2 years (minus the subsidized fees already paid) plus compound interest on prevailing Bank lending rate. It is agreed that the medical student shall be withdrawn/removed from the roll of the Government Medical Colleges by the Appropriate Authority on any of the following grounds:-

(i) Unsatisfactory/disciplinary conduct during the course or training at the College and till the date of the course completion as determined by the college authorities and approved by the Director General, Medical Health & Family Welfare/Director, Medical Education, Uttarakhand whose decision shall be final and binding on the student

(ii) Unsatisfactory academic progress as reported by the college authorities and approved by the Government of Uttarakhand whose decision shall be final and binding on the student.

(iii) Knowingly furnishing false particulars for admission to the said college.

(iv) Failing to give correct medical history as required at the time of pre-admission Medical Board.

(v) Any other condition which may be imposed by Government /Appropriate Authority from time to time.

4. That it is agreed that admission to Government Medical Colleges of Uttarakhand under the present bond implies service liability as Medical Officer on contract basis for minimum of three years in any of the Government Hospital/Health Centre in hilly areas of Uttarakhand. If medical student decides not to continue as a service liability or intends to withdraw from the college at his/her own volition, he/she shall be allowed to continue his/her studies or withdraw from the college as a Non-Service Liability after payment of full fees of the course minus the subsidized fees already paid calculated from beginning of the course, along with compound interest thereupon on prevailing Bank lending rate, as may be determined by the Government of Uttarakhand.

5. Conditions of Non Service Liability because of medical reasons:

That the medical student will be declared to have become Non-Service Liability on being declared medically unfit by a Medical Board for service in hilly areas of Uttarakhand due to any disease/disability detected at any stage during the course, as under:-

(i) The Medical Board headed by Director General, Medical Health and Family Welfare, Uttarakhand will express their opinion on the circumstances under which the Student acquired the disease/disability and whether or not he/she had any control over those circumstances. On recommendations of the Medical Board, the Medical Student may be declared a Non-Service Liability.

(ii) If on the recommendation of the Medical Board headed by Director General, Medical Health and Family Welfare, Uttarakhand, the medical Student is found permanently unfit for service in hilly areas of Uttarakhand during his/her course of studies, he/she would be removed from Service Liability and shall be liable to pay the Bond Amount alongwith compound interest. The Bond Amount will be paid within one month of being declared Non-Service Liability failing which the amount shall be recovered from medical student and his/her sureties of the Student severally or jointly in the manner as provided in sub-para (7) of Para 2 of this Bond .

(iii) The quantum of Bond Amount to be recovered in each case shall be decided taking into account the following factors:-

- (a) Time elapsed between joining the MBBS course and date of becoming Non-Service Liability.
- (b) Severity of the disease/disability.
- (c) Nature of the disease/disability whether constitutional for example as result of any accident on land, sea or air.

(iv) Based on the above factors, the Bond Amount to be recovered from the medical student and his/her sureties shall be computed as under:-

(a) The Bond Amount shall be calculated at the rate of Rs. 4,00,000/- (Rupees Four Lakh) per year for 4-1/2 years or part thereof, minus the subsidized fees already paid in Government Medical Colleges of Uttarakhand. A basic minimum sum shall be recovered in all cases for the free medical education and allied facilities provided by the Government. Depending on the year in which the student has been admitted and the year of study in which the student is declared Non-Service Liability, minimum charges as under shall always be levied in addition-

First year	Rs. 40,000.00
Second year	Rs. 80,000.00
Third year	Rs. 1,20,000.00
Fourth year & thereafter	Rs. 1,60,000.00

(b) Bond Amount (in addition to a maximum of Rs 1,60,000 mentioned above) shall be decided based on severity of the diseases/disability suffered by the student (in instances of diseases/disability).

(v) However, full waiver of money may be granted by the Government of Uttarakhand in case of grave illness/severe disability necessitating withdrawal from the college or on death of the student on the basis of individual cases.

(vi) Provided that the student in point (i) above, may be allowed to continue his/her stay in the hostel on payment of the normal expenses of education including tuition fee and fees for boarding and lodging facilities as

applicable from time to time if he/she has contracted the disease/disability in the circumstances over which he/she has no control and for which he/she has not refused treatment. The decision of the Government in this regard shall be final.

6. Conditions of Non Service Liability because of non-medical reasons:

(1) That the medical student shall also be declared to have become Non-Service Liability in any of the following condition:-

- (i) If he fails to attain attendance below 50% in any consecutive terms of the course for reasons other than medical.
- (ii) If he fails to qualify final MBBS examination within a period of seven years from the date of admission in the college.

(2) Where the medical student becomes Non-Service Liability under sub-para (1) above, Government shall have right to recover from the student and his/her sureties full tuition fees at the rate of Rs. 4,00,000 (Four Lakh) per year for each year of the student's stay at the Medical college (minus fees already paid) alongwith compound interest for the said period.

7. That where medical student is declared a Non-Service Liability under Para 5, 6 and any other provision of this Bond, the sureties shall jointly and severally be liable to pay forthwith to the Government full fees of the MBBS course for the period from the date of admission to the date of becoming Non-Service liability or removal from the college rolls, together with compound interest on the said money. Additional simple interest shall be levied if the payment is late i.e. delayed beyond 45 days from the date of becoming Non-Service Liability or from the date of withdrawal from the college. In case of removal from the college, all dues will be settled before leaving the college.

8. That where medical student refusing three years service in hilly regions of Uttarakhand as offered by the Department under this Bond, offers to pay the Government the Bond Amount, he/she may be released from Service Liability by the administration of the medical college on payment of the Bond Amount along with compound interest on prevailing Bank lending rate in the account of medical college concerned.

9. That medical student while taking admission in Government Medical Colleges of Uttarakhand shall deposit a sum of Rupees 5000/- (Rupees five thousand only) as refundable security money. If the medical student withdraws from the college on his/her volition prematurely, the security money shall stand forfeited to the Government.

10. That liability of the sureties shall not be impaired or discharged by reason of time being granted, any forbearance of the Government or any other person authorized by it (whether with or without the knowledge or consent of the surety) nor shall it be necessary for the Government to sue the medical student and his/her first

surety before suing the second surety.

11. That it is agreed that except in cases where any sum of money is recovered by the Government under the present Bond as arrears of land revenue, if there is any dispute to the effect, meaning of these presents, or otherwise, however, except as to matters for which specific provision has been made in these presents, the same shall be referred to the sole arbitration of the Principal Secretary/Secretary, Department of Medical Education, Government of Uttarakhand or any other person appointed by him as the sole arbitrator whose decision shall be final and binding on the parties. The provision of the Arbitration and Conciliation Act 1996, as amended from time to time, shall apply to such arbitration.

Having clearly understood and agreed with the terms and conditions herein above and in witness thereof the parties (Medical Student, First and Second Surety) do hereby affix their signatures on the day mentioned above.

1.
Signature of Student.
Details of Student (Name *etc.*).....

Self
attested
photograph
of the
student

2.
Signature of parent/guardian/first surety of the medical student
in the presence of:-

Self attested
photograph
of parent/
guardian/ Ist
Surety

1)

2)

3.

Signature of second surety of the medical student in the presence of:-

Self
attested
photograph
of 2nd
Surety

1)

2)

Note- Self attested photocopies of ID proof of first & second surety to be submitted.

DECLARATION BY FIRST SURETY

I.....S/o / D/o.....
R/o.....Occupation.....whose
signature is appended to in this bond as first surety, do hereby declare that :-

- (a) I am in service of theCentral/State Government/Local
Authority/Corporation/Body/Enterprise owned or controlled by the
Central/State Government or self employed. My present designation,
details of the employer and office address is
.....
- (b) I ordinarily reside in India and that I possess means which will
enable me to repay to the Government the sum of money referred to in
the event of my being called upon to do so in accordance with the terms
of this Bond.
- (c) I possess immovable property details of which are as follows
(photocopy enclosed).....

(Signature of First Surety)

(Surety means able to discharge one's debts and obligation in full)

Signed by the above named surety in the presence of:-

WITNESS

- 1)
- 2)

DECLARATION BY SECOND SURETY

I.....S/o / D/o.....
R/o.....Occupation.....whose
signature is appended to in this bond as second surety, do hereby declare that :-

- (a) I am in service of theCentral/State Government/Local
Authority/Corporation/Body/Enterprise owned or controlled by the
Central/State Government or self employed. My present designation,
details of the employer and office address is
.....

(b) I ordinarily reside in India and that I possess means which will enable me to repay to the Government the sum of money referred to in the event of my being called upon to do so in accordance with the terms of this Bond.

(c) I possess immovable property details of which are as follows.....(photocopy enclosed)

(Signature of Second Surety)

(Surety means able to discharge one's debts and obligation in full)

Signed of the above named surety in the presence of:-

WITNESS

1)

2)

4. Signed by

(Principal.....)

Name and designation

(To be signed by the Principal of..... Government Medical Colleges for and on behalf of the Government of Uttarakhand) in the presence of:-

1)

2)

**BOND SIGNED/EXECUTED BY
POST GRADUATE MEDICAL STUDENT SELECTED FOR ADMISSION AT
..... GOVERNMENT MEDICAL COLLEGES UTTARAKHAND,
HIS/HER FATHER/PARENT/GUARDIAN, AND THE OTHER SURETY.**

Self
Attested
Photograph of the
PG Medical
Student

THIS BOND is executed on the..... day of by
.....at present student of MD/MS course at
.....(hereinafter called ' PG medical student'), his/her
father/parent/guardian.....s/o/w/o.....r/o.....(hereinafter
called 'the first surety') ands/o/w/o
.....r/o.....(hereinafter called 'the second surety') the
expressions which include their heirs, executors, administrators and
representatives who hereby bind themselves jointly and severally to the
Government of Uttarakhand (hereinafter called 'the Government' which
expression shall include its successors and assignees) that after successful
completion of the MD/MS course, the medical student shall serve the State of
Uttarakhand as Medical Officer/Specialist on contract basis atleast for a
minimum period of 2 years in any of the Government Hospital or Health Centre
situated in hilly region of the State failing which they shall be liable severally or
jointly to pay the Government full tuition fees of the entire MD/MS course
calculated at prevailing rate along with such interest as may be determined by
the Government, as described in clause no. 3 of this Bond.

WHEREAS, Medical Facilities in the State have to be strengthened,

WHEREAS, the State of Uttarakhand is facing an acute shortage of MBBS &
Specialist doctors and a large number of posts of Government Doctors are lying
vacant in the hilly areas affecting the delivery of health services,

WHEREAS, in such circumstances, the Government has decided that all the PG students enrolling in Government Medical Colleges, Uttarakhand against the State Quota **and also the students of Central quota** shall have an option to complete the MD/MS course on payment of subsidized tuition fees of Rupees **60,000 (Sixty Thousand)** per annum as against the full tuition fees of Rupees 5,00,000 (Five Lakh) per annum.

WHEREAS, the present PG medical student of this bond has opted for the subsidized fees and in consideration there of agrees to serve the State as a Medical Officer/Specialist Doctor on contract basis for minimum of two years in any of the Government Hospital/Health Centre situated in hilly region of the State after completion of the MD/MS Course.

AND WHEREAS, the Medical Student and his/her first and second sureties have agreed to pay the Government jointly and severally the Bond Amount (Full fees of the MD/MS Course minus the fees already paid with compound interest thereon at prevailing Bank lending rate), if the PG Medical Student does not or refuses to serve the State as above,

NOW, THEREFORE, the conditions of the present Bond/Service Contract executed by the PG Medical Student, his/her First Surety and Second Surety on one part and byPrincipal of theon behalf of the Government of Uttarakhand on another are as follow-

1. That as part of the present bond, the Government will charge subsidized tuition fees of **Rs. 60,000/- (Rs. Sixty Thousand) per year** from the students executing the bond under this scheme. This is a subsidized tuition fees as compared to full annual tuition fees of Rs. 5,00,000 (Five Lakh) per annum.

2. (1) That the PG medical student will undergo all such courses and training as the Government may prescribe from time to time at Government Medical Colleges, Uttarakhand and associated Institutions. Attendance at all prescribed course and training course is compulsory and absence from which without prior permission from the Appropriate Authority will attract disciplinary and other action as per rules laid down by the Uttarakhand Government.

2. (2) That the PG medical student during his/her study at the Government Medical Colleges of Uttarakhand shall be governed by the prescribed standing orders, code of conduct and any other instructions in this regard and violation of these orders/instructions shall attract penalties awarded by the Government of Uttarakhand/Competent Authority and other action as per rules laid down by the Government/Competent Authority whose decision shall be final.

2. (3) That the PG medical student after successful completion of MD/MS Degree Course/Training unless he/she is prevented from doing so by death or on account of ill health or by being removed from the college roll on the grounds that he/she is considered by the Appropriate Authority to be unfit to continue as a PG medical student (of which the decision of Government of Uttarakhand/Appropriate Authority shall be final), if offered position as a medical officer/Specialist on contractual basis

in any of the Government Hospital/Health Centre in hilly areas of Uttarakhand, shall serve as such for a minimum of two years.

2. (4) That the medical student who have already got subsidized medical education in his/her MBBS course by the Uttarakhand State Government and got selected in MD/MS courses of Government Colleges of Uttarakhand and opt again for subsidized medical education for his/her post graduation education shall also be bound to serve the state of Uttarakhand as medical officers/Specialist on contract basis atleast for a period of two years in addition to the number of years laid down for compulsory service in his/her MBBS bond in any of the Government Hospital or Health centre situated in hilly region of the state failing which he/she shall be liable severally or jointly to pay the Government the total bond amount for both the bonds (executed by him/her) along with compound interest thereupon on prevailing Bank lending rate, as may be determined by the Government of Uttarakhand.

2. (5) That the sureties shall be liable severally and jointly to fulfill the conditions of this bond provided the student is declared a Non-Service Liability under Para 5 and 6 herein below. This bond shall subsist throughout the period until the PG student serve the State as a medical officer/ Specialist on contractual basis in the any of the Government Hospital/Health Centre in hilly areas of Uttarakhand for a minimum of two years after completion of MD/MS course, as the case may be, and shall only be discharged from service liability under the Bond when the State Government/ Appropriate Authority (Directorate, Medical, Health & Family Welfare/Medical Education, Uttarakhand) has issued a certificate to this effect.

2. (6) That if PG medical student does not or refuses to serve the State as a medical officer/Specialist on contractual basis in any of the Government Hospital/Health Centre in hilly areas of Uttarakhand for a minimum of two years after completion of MD/MS course, as the case may be, under the present service bond, the Bond Amount shall be paid by the sureties severally and jointly to the Government along with compound interest thereupon on prevailing Bank lending rate, as may be determined by the Government of Uttarakhand.

2. (7) That both the sureties agree that the Bond Amount or any other amount which they under the present bond are liable to pay the Government severally or jointly, shall be recoverable from them as arrears of land revenue under the Uttar Pradesh Public Moneys (Recovery of Dues) Act, 1972 (as applicable in the State of Uttarakhand) or any other law relating to recovery of money as arrears of land revenue.

2. (8) That the PG medical student and his/her father/mother/legal guardian as first surety agree that the original degree of MD/MS course awarded to the student would be kept in the safe custody of the Principal,Medical college till the conditions of this bond are fulfilled by the student and his/her sureties and the State Government/Appropriate Authority (Directorate, Medical, Health & Family Welfare Medical Education, Uttarakhand) has issued a certificate to that effect under the sub-para (5) above.

3. That the PG medical student once having joined the college will not be permitted to withdraw from the college after admission without payment or recovery as the case may be, of the Bond Amount calculated at the rate of Rs. 5, 00,000/- (Rupees Five Lakh) per year or part thereof limited to the maximum of Rs 15 lakh along with compound interest thereupon on prevailing Bank lending rate, as may be determined by the Government of Uttarakhand, minus the subsidized fees already paid. It is agreed that the PG medical student shall be withdrawn/removed from the roll of the Government Medical Colleges, Uttarakhand by the Appropriate Authority on any of the following grounds:-

(i) Unsatisfactory/disciplinary conduct during the course or training at the College and till the date of the course completion as determined by the college authorities and approved by the Director General, Medical Health & Family Welfare/Director, Medical Education, Uttarakhand whose decision shall be final and binding on the student

(ii) Unsatisfactory academic progress as reported by the college authorities and approved by the Government of Uttarakhand whose decision shall be final and binding on the student.

(iii) Knowingly furnishing false particulars for admission to the said college.

(iv) Failing to give correct medical history as required at the time of pre-admission Medical Board.

(v) Any other condition which may be imposed by Government /Appropriate Authority from time to time.

4. That it is agreed that admission to Government Medical Colleges of Uttarakhand under the present bond implies service liability as Medical Officer/Specialist on contract basis for minimum of two years in any of the Government Hospital/Health Centre in hilly areas of Uttarakhand. If PG medical student decides not to continue as a service liability or intends to withdraw from the college at his/her own volition, he/she shall be allowed to continue his/her studies or withdraw from the college as a Non-Service Liability after payment of full fees of the course minus the subsidized fees already paid calculated from beginning of the course along with compound interest thereupon on prevailing Bank lending rate, as may be determined by the Government of Uttarakhand.

5. Conditions of Non-Service Liability because of Medical reasons :

That the PG medical student will be declared to have become Non-Service Liability on being declared medically unfit by a Medical Board for service in hilly areas of Uttarakhand due to any disease/disability detected at any stage during the course, as under:-

(i) The Medical Board headed by Director General, Medical Health and Family Welfare, Uttarakhand will express their opinion on the circumstances under which the Student acquired the disease/disability and whether or not he/she had any control over those circumstances. On

recommendations of the Medical Board, the PG Medical Student may be declared a Non-Service Liability.

If on the recommendations of the Medical Board headed by Director General, Medical Health and Family Welfare, Uttarakhand, the PG medical Student is found permanently unfit for service in hilly areas of Uttarakhand during his/her course of studies, he/she would be removed from Service Liability and shall be liable to pay the Bond Amount along with compound interest thereupon on prevailing Bank lending rate, as may be determined by the Government of Uttarakhand.

(ii) The Bond Amount will be paid within one month of being declared Non-Service Liability failing which the amount shall be recovered from PG medical student and his/her sureties of the Student severally or jointly in the manner as provided in sub-para (7) of Para 2 of this Bond .

(iii) The quantum of Bond Amount to be recovered in each case shall be decided taking into account the following factors:-

- (a) Time elapsed between joining the MD/MS course and date of becoming Non-Service Liability.
- (b) Severity of the disease/disability.
- (c) Nature of the disease/disability whether constitutional for example as result of any accident on land, sea or air.

(iv) Based on the above factors, the Bond Amount to be recovered from the PG medical student and his/her sureties shall be computed as under:-

(a) The Bond Amount shall be calculated at the rate of Rs. 5,00,000/- (Rupees Five Lakh) per year or part thereof limited to the maximum of Rs 15 lakh along with compound interest thereupon on prevailing Bank lending rate, as may be determined by the Government of Uttarakhand minus the subsidized fees already paid in Government Medical Colleges, Uttarakhand.

A basic minimum sum shall be recovered in all cases for the free medical education and allied facilities provided by the Government. Depending on the year in which the PG student has been admitted and the year of study in which the PG student is declared Non-Service Liability, minimum charges as under shall always be levied in addition-

First year	Rs. 60,000.00
Second year	Rs. 1,20,000.00
Third year	Rs. 1,80,000.00

(b) Bond Amount (in addition to a maximum of Rs 1,80,000.00 mentioned above) shall be decided based on severity of the diseases/disability suffered by the student **(in instances of diseases/disability).**

(v) However, full **waiver** of money may be granted by the Government of Uttarakhand in case of grave illness/severe disability necessitating withdrawal from the college or on death of the PG student on the basis of individual cases.

(vi) Provided that the PG student point (i) above, may be allowed to continue his/her stay in the hostel on payment of the normal expenses of education including tuition fee and fees for boarding and lodging facilities as applicable from time to time if he/she has contracted the disease/disability in the circumstances over which he/she has no control and for which he/she has not refused treatment. The decision of the Government in this regard shall be final.

6. Conditions of Non-Service Liability because of non-medical reasons:

(1) That the PG medical student shall also be declared to have become Non-Service Liability in any of the following condition:-

(i) If he fails to attain attendance below 50% in any consecutive terms of the course for reasons other than medical.

(ii) If he fails to qualify final PG examination within a period of five years from the date of admission in the college.

(2) Where the PG medical student becomes Non-Service Liability under sub-para (1) above, Government shall have right to recover from the student and his/her sureties full tuition fees at the rate of Rs. 5,00,000 (Five Lakh) per year (minus tuition fees already paid) for each year of the student's stay at the Medical college alongwith compound interest.

7. That where PG medical student is declared a Non-Service Liability under Para 5, 6 and any other provision of this Bond, the sureties shall jointly and severally be liable to pay forthwith to the Government full fees of the MD/MS course for the period from the date of admission to the date of becoming Non-Service liability or removal from the college rolls, limited to a maximum of Rupees Fifteen Lakh minus fee paid along with compound interest thereupon on prevailing Bank lending rate, as may be determined by the Government of Uttarakhand. Additional Simple interest shall be levied for late payment i.e. if payment is delayed beyond 45 days from the date of becoming Non-Service Liability or from the date of withdrawal from the college. In case of removal from the college, all dues will be settled before leaving the college.

8. That where PG medical student refusing two years service in hilly regions of Uttarakhand as offered by the Department under this Bond, offers to pay the Government the Bond Amount, he/she may be released from Service Liability by the administration of the medical college on payment of the Bond Amount along with compound interest thereupon on prevailing Bank lending rate, as may be determined by the Government of Uttarakhand in the account of medical college concerned.

9. That PG medical student while taking admission in Government Medical Colleges, Uttarakhand shall deposit a sum of Rupees 5000/- (Rupees five thousand only) as refundable security money. If the PG medical student withdraws from the college on his/her volition prematurely, the security money shall stand forfeited to the Government.

10. That liability of the sureties shall not be impaired or discharged by reason of time being granted, any forbearance of the Government or any other person authorized by it (whether with or without the knowledge or consent of the surety) nor shall it be necessary for the Government to sue the PG medical student and his/her first surety before suing the second surety.

11. That it is agreed that except in cases where any sum of money is recovered by the Government under the present Bond as arrears of land revenue, if there is any dispute to the effect, meaning of these presents, or otherwise, however, except as to matters for which specific provision has been made in these presents, the same shall be referred to the sole arbitration of the Principal Secretary/Secretary, Department of Medical Education, Government of Uttarakhand or any other person appointed by him as the sole arbitrator whose decision shall be final and binding on the parties. The provision of the Arbitration and Conciliation Act 1996, as amended from time to time, shall apply to such arbitration.

Having clearly understood and agreed with the terms and conditions herein above and in witness thereof the parties (PG Medical Student, First and Second Surety) do hereby affix their signatures on the day mentioned above.

1.
Signature of PG Student.
Details of Student (Name *etc.*).....

Self
attested
photograph
of the
Student

2.
Signature of parent/guardian/first surety of the PG medical student
in the presence of:-

Self attested
photograph
of parent/
guardian/1st
Surety

1)

2)

3.
Signature of second surety of the PG medical student
in the presence of:-

Self
attested
photograph
of 2nd
Surety

1)

2)

Note- Self attested photocopies of ID proof of First and Second Surety to be submitted.

DECLARATION BY FIRST SURETY

I.....S/o / D/o.....
R/o.....Occupation.....whose
signature is appended to in this bond as first surety, do hereby declare that:-

- (a) I am in service of theCentral/State Government/Local Authority/Corporation/Body/Enterprise owned or controlled by the Central/State Government or self employed. My present designation, details of the employer and office address is
- (b) I ordinarily reside in India and that I possess means which will enable me to repay to the Government the sum of money referred to in the event of my being called upon to do so in accordance with the terms of this Bond.
- (c) I possess immovable property details of which are as follows:-
(photocopy enclosed).....

(Signature of First Surety)

(Surety means able to discharge one's debts and obligation in full)

Signed of the above named surety in the presence of:-

WITNESS

1)

2)

DECLARATION BY SECOND SURETY

I.....S/o / D/o.....
R/o.....Occupation.....whose
signature is appended to in this bond as second surety, do hereby declare that:-

- (a) I am in service of theCentral/State Government/Local
Authority/Corporation/Body/Enterprise owned or controlled by the
Central/State Government or self employed. My present designation,
details of the employer and office address is
.....
- (b) I ordinarily reside in India and that I possess means which will enable
me to repay to the Government the sum of money referred to in the
event of my being called upon to do so in accordance with the terms of
this Bond.
- (c) I possess immovable property details of which are as follows:-
(photocopy enclosed).....

(Signature of Second Surety)

(Surety means able to discharge one's debts and obligation in full)

Signed of the above named surety in the presence of:-

WITNESS

1)

2)

4. Signed by

Name and designation

(To be signed by the Principal ofGovernment Medical
Colleges for and on behalf of the Government of Uttarakhand) in the presence of:-

1)

2)